



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

STOP 0253- Room 2610-S  
1400 Independence Avenue, S.W.  
Washington, DC 20250-0253

**ANNOUNCEMENT LS-128**

**May 2006**

**PURCHASE OF CANNED MEATS  
FOR DISTRIBUTION TO ELIGIBLE OUTLETS**

**I. GENERAL**

- A. The United States Department of Agriculture (USDA) will periodically issue Invitations under this Announcement for offers to sell to USDA canned meat items as described in the attached References to Applicable Bid and Contract Provisions (see Exhibit A). In addition to product description, this exhibit also provides information on the applicable Technical Data Supplement (TDS) or Item Description and Checklist of Requirements (IDCR) for each canned meat item.

Canned meat products will be purchased on a competitive bid basis from suppliers who have met the requirements described in Section I.D.5. Interested suppliers may submit samples and technical proposals at any time during this purchase program. Suppliers should allow 10 working days from receipt of technical proposals by USDA for notification of results of the evaluation of the canned meat products, and technical proposal from the Contracting Officer. Following notification of acceptance of canned meat products and technical proposal, a supplier will be contacted for a pre-award supplier assessment audit as outlined in Section I.D.5. A supplier is deemed eligible to bid after notification by the Contracting Officer.

Submission of samples and technical proposal is not binding on USDA. Actual purchases will be on a competitive bid basis as described in this Announcement and separately issued Invitations. The Invitations will specify the product type(s), offer date, closing time for receipt of bids, the shipping period, the destinations with any transportation restrictions, and any other provisions applicable to the proposed procurement, which are in addition to or different from those set forth herein (see Exhibit B for an example of an Invitation). Bids solicited under this Announcement and applicable Invitations are for delivery of products to USDA on an f.o.b. destination or f.a.s. vessel basis only.

Additional bid and contract provisions are included in the Annual Certifications, Representations, and Warranties (Appendix-1) and the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision 2, dated November 1984, and Amendments 1, 2, 3, and 4 dated October 1990, November 1990, August 1989, and March 1990, respectively, hereinafter referred to as USDA-1.

- B. Offerors are cautioned to carefully read this Announcement, Appendix-1, USDA-1, Invitations, specifications as described in Exhibit A. and applicable instructions of the Agricultural Marketing Services' (AMS), Audit, Review, and Compliance (ARC) and Meat Grading and Certification (MGC) Branches. Failure to do so will be at the Offeror's risk. These documents are incorporated into the contract (see Section IV. of this Announcement). Offerors are cautioned that statements made by persons other than the Contracting Officer, written or implied, are not binding on the Government unless confirmed in writing by the Contracting Officer.

### C. Offer Prices and Evidence of Shipment

Offer prices must be quoted and delivery of product must be on the basis of f.o.b. railcars or trucks at destination or f.a.s. vessel as specified in the applicable Invitation. Certain destinations require delivery by TRUCK ONLY or RAIL ONLY and will be so identified in the Invitation. All products whether shipped by truck, rail, or piggyback must be palletized and stretchwrapped in accordance with instructions contained in the applicable TDS or IDCR and the contractor's approved technical proposal, unless the Invitation and subsequent contract specifies "NO PALLETS." Contractors may arrange for pallet exchange with consignee; however, USDA is in no way responsible for such arrangements. Offers submitted on a basis other than f.o.b. destination or f.a.s. vessel will be rejected as nonresponsive.

When notified of shipments, consignees may request upgrading of delivery services, for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between contractor and consignee and any additional charges for special delivery terms are between the consignee and the contractor. Any charges invoiced to USDA for additional delivery services will be denied.

When making deliveries to more than one destination from the same railcar, the quantities required at each stop must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers shifting while in transit.

All delivery units--truck lot and less-than-truck lot (LTL) quantities--must be secured at all times prior to unloading with tamper proof, tamper resistant, serially numbered, high security seals that meet the ISO 17712 standard. Failure to seal or maintain the delivery unit under seal in accordance with these requirements may subject the shipment to rejection .

The contractor must maintain a record of each seal number used for truck lot and LTL delivery units. Additionally, the contractor must ensure that the applicable seal identification number is on each bill of lading, shipment manifest, or other delivery documents for each delivery destination.

When LTL delivery units are transported on the same trailer or railcar and destined for multiple recipients, the trailer or railcar must be sealed after each delivery. The seal number must be recorded on the appropriate delivery documents and correspond with the applied seal at the time of arrival at the next destination. It will be the responsibility of the contractor to provide a sufficient number of seals and ensure that the carrier service (truck or rail) secures the trailer or railcar after each delivery destination. Failure to seal the trailer or railcar after each stop may subject the shipment to rejection at the next scheduled stop and rejection of any subsequent deliveries on the trailer or railcar.

The ISO 17712 standard can be obtained through the following websites: 1) American National Standards Institute: <http://webstore.ansi.org/ansidocstore/iso.asp?> or 2) International Organization for Standardization: <http://www.iso.org/iso/en/CatalogueListPage.CatalogueList>.

Contracts for all canned meats products purchased under this Announcement will be awarded on an f.o.b. destination or f.a.s. vessel basis with quality assurance determined by USDA through a pre-award assessment and post-award audits described in section I.D.5. If product is checkloaded by an AMS agent as described in Option 1 of Section VII., and if transportation is provided by common carrier, the contractor may submit an invoice for payment prior to actual

delivery, provided product is shipped 5 calendar days in advance of the Not-Later-Than (NLT) shipping date on the contract. Contractor must furnish with the invoice a copy of the AMS acceptance certificate and the signed commercial bill of lading indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

D. Responsibility of Offeror

1. Annual Certifications, Representations, and Warranties

An offeror intending to submit bids must complete the Annual Certifications, Representations, and Warranties in Appendix-1 and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of its initial bid. An Officer of the company must sign the Appendix-1. If there are any changes or revisions to the annual Appendix-1, offeror must submit an updated Appendix-1 to the Contracting Officer or submit corrections or revisions prior to bid submission. **In addition to the certifications submitted under Appendix-1, Contractor must complete the Online Representations and Certifications (ORCA) located at the following web address:**  
<http://orca.bpn.gov/login.aspx>.

2. Standard Form 129--Solicitation Mailing List Application

An offeror intending to submit bids must also complete a Solicitation Mailing List Application (SF-129) and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of its initial bid.

All items (except Item 18) of the SF-129 must be completed (see **Exhibit C**). Offeror must also include the following information for Items 4, 8, 10, 14, 16B, 19, and 20:

- |                  |  |
|------------------|--|
| Items 4 and 8:   | Employer's identification number and Food Safety and Inspection Service (FSIS) establishment number or State inspection number.  |
| Item 8:          | Identify all affiliates of offeror (applicant as shown in 4) by providing full name, main office address, and employer's identification number and Tax Payer Identification Number (TIN) of the affiliates. An "affiliate" is defined on the back of the SF-129. |
| Item 10:         | The product purchased by USDA which the offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts. Attach separate list if additional space is needed.                                     |
| Item 14:         | Company's TIN.   |
| Item 16B:        | Identify the freezer or warehouse to be used and its storage capacity.   |
| Items 19 and 20: | Must be an officer of the company.   |

**Offeror must certify with each bid to the accuracy of the current SF-129 and Appendix-1 on file with the Contracting Officer.**

### 3. Responsibility

A firm submitting an offer under this Announcement must meet the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and applicable Invitations. A determination of the responsibility contained in Title 48.C.F.R. Subpart 9.1 must be made prior to a firm submitting a technical proposal and sample. Facilities used in fulfilling USDA contracts must be operating under the provisions of the Federal Meat Inspection Act (FMIA), 21 U.S.C. 601 et seq., and the regulations issued thereunder or State meat inspection program operating under the State-Federal Cooperative Agreement, Section 301 of FMIA. The firm must also be approved under an AMS pre-award supplier capability assessment audit prior to submitting an offer under this Announcement.

Offeror must ensure that all products offered for USDA purchases are in compliance with applicable contract and specification requirements. Offeror shall authorize the Contracting Officer's Technical Representative (COTR) and other authorized AMS agents unrestricted access to all records that pertain to USDA contracts.

Contractor must be registered under the Central Contractor Registry (CCR) System as prescribed in Title 48 C.F.R., Subpart 4.1104 and will certify in Appendix-1 on file with the Contracting Officer.

Offeror must ensure that all products offered for USDA purchases are in compliance with applicable contract and specification requirements. Offeror shall authorize the Contracting Officer's Technical Representative (COTR) unrestricted access to all records that pertain to USDA contracts.

If a contract is awarded to a contractor which intends to produce the product in a State-inspected meat packing plant operating under Section 301 of the FMIA, the following will apply:

The product produced under this Announcement is for use in USDA programs in the State where the meat packing plant is located. If an intended recipient of the product cannot receive the product and the USDA cannot divert the product to another recipient within the State it was produced, the USDA will reject, at no cost to the USDA, any undelivered product produced by such State-inspected meat packing plants. Such rejection may occur at any time up to final acceptance by consignee. In the event of such rejection, the contractor must remove USDA markings from the rejected product.

Additionally, for State-inspected plants, nutrition labeling must be in accordance with State regulations and be equal to USDA, FSIS regulations at 9 CFR Parts 317 and 320. Each Invitation issued under this Announcement will identify bid restrictions, in whole or in part, on State-inspected plants.

#### 4. Food Defense Requirements

The contractor and all subcontractors must have a documented and operational food defense plan that provides for the security of a plant's production processes, which includes the storage and transportation of finished product after production. The food defense plan must be maintained at the facility. The plan shall address the following areas: 1) food defense plan management, 2) outside and inside security of the production and storage facilities, 3) slaughter and processing including all raw material sources, 4) shipping and receiving, 5) storage, 6) water and ice supply, 7) mail handling, 8) personnel security, and 9) controlled access to production and storage areas. The plan will be audited by the AMS, ARC Branch (see section I.5.). See FSIS Security Guidelines for Food Processors at the following web address: <http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf> and information for "The Transportation and Distribution of Meat, Poultry, and Egg Products" is located at the following web address: <http://www.fsis.usda.gov/OA/topics/TransportGuide.htm>

Note: Do not submit food defense plan with the technical proposal(s).

#### 5. Documentation and Assessment Requirements

To become an eligible supplier, the following must be submitted to the Contracting Officer at Agricultural Marketing Service, U.S. Department of Agriculture, Stop 0253, Room 2610-South Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-0253, for evaluation and approval prior to bidding:

##### a. Technical Proposal Requirement:

- 1) Include a detailed description of each item planned to be offered and each of the production steps taken to meet or exceed the minimum product requirements set forth in the applicable TDS or IDCR. (Plan/Do)
- 2) Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS. (Check)
- 3) Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence. (Act)
- 4) The technical proposal shall follow the format as described in Section II. E., Technical Proposal format. Offeror's proposal should be brief and concise.
- 5) The technical proposal shall be preceded by the following, as required by the template:
  - a) Table of contents listing the major areas as they appear in the technical proposal template; and
  - b) List of attachments, forms provided with the proposal, if appropriate.
- 6) The technical proposal should be written in the following format:
  - a) Plan and Do - A description of the planning and production steps taken to meet each requirement.
  - b) Check - Describes all the quality assurance methods that will be used to verify conformance to each requirement. This will include the monitoring and measurement taken during the process (all measurements results shall be recorded and made available to AMS upon request).

- c) Act - Identifies all corrective actions to be taken if deviations from contractual and specification occur during production and all preventative actions taken to preclude reoccurrences.

The COTR will review each technical proposal to determine if the proposal is adequate. The Contracting Officer will notify the supplier of the status of their technical proposal.

Once a supplier is notified by the Contracting Officer that the technical proposal meets the applicable criteria, the Audit, Review and Compliance Branch will contact the supplier to set up a supplier pre-award onsite capability assessment.

b. Product Sample:

- 1) For each item offered, six (6) cans of product--the sample cans must be labeled to include the ingredient statement and Nutrition Facts Panel that conforms to the applicable IDCR (Attachment I, II, III).

Note: A supplier must submit canned samples that are produced in accordance with the submitted the technical proposal.

c. Assessment by the ARC Branch

After the sample(s) and the technical proposal(s) are evaluated and approved, an ARC Branch auditor will perform an onsite assessment of the facilities, processes, food defense plan, and quality control program used to produce the product(s) to determine the supplier's ability to meet contractual requirements. The following assessments will apply:

1) Pre-Award Onsite Capability Assessment

The pre-award onsite assessment (audit) will include, but is not limited to, a thorough evaluation of the potential contractors' and subcontractors' facilities, processes, food defense plan, quality control program, equipment, procedures, and the appropriate documents and forms used during the production of the canned meat items.

Documentation must support 1) the production of a canned meat item that complies with the applicable IDCR and the potential contractor's approved technical proposal and 2) the contractor or subcontractor's food defense plan. In addition, the audit will consist of the review of records related to purchasing, receiving, production, quality control, inventory and shipping records, and interviews with management and production personnel.

Upon completion of the onsite capability assessment, the auditor will provide a report to the Contracting Officer for final review. After the sample(s) have met the evaluation criteria and the supplier has satisfactorily completed the pre-award onsite capability assessment, the supplier will receive written notification from the Contracting Officer of their eligibility to bid.

If the report states that the process or food defense plan is inadequate, the applicant will be notified by the Contracting Officer that they are ineligible to bid. The applicant will have an opportunity to correct identified deficiencies, modify their

process, food defense plan, and/or technical proposal, and resubmit for further consideration. Eligibility will depend on whether modifications demonstrate that 1) the process is capable of delivering canned meat items in compliance with the applicable TDS or IDCR, 2) they are in compliance with their food defense plan, 3) includes the applicable assessment by USDA, and 4) they comply with other applicable contractual requirements.

For those suppliers who have been previously approved and deemed eligible by the Contracting Officer under the prior year purchase program, the pre-award assessment audit may be waived by the Contracting Officer, providing that all new USDA program requirements are met. The Contractor's revised technical proposal must be submitted and approved by the Contracting Officer before submitting offers.

## 2) Post-Award Assessment

Eligible suppliers who receive contracts must have their documented food defense plan, technical proposals, and supporting documentation readily available for review by the COTR or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

The ARC Branch will conduct an onsite audit of the contractor's and subcontractor's facilities and processes when production commences on the first contract awarded. Additional audits may be conducted as determined by the Contracting Officer, but not less than one per month for contractors with continuous or multiple contracts, or once per contract for intermittent contractors. At the discretion of the Contracting Officer, more frequent audits may be conducted when audit deficiencies are detected.

## 3) Post-Award Actions

Any deviation from contractual requirements will be immediately reported by the contractor to the Contracting Officer. The Contracting Officer will notify the contractor regarding eligibility to continue to participate as a contractor.

Contractor will assure that the delivered product complies with the provisions of the applicable IDCR, the applicable assessment by USDA, and the contractor's technical proposal approved by the Contracting Officer.

## 6. Responsibility of Subcontractors/Suppliers

Contractor shall include, and subcontractor must meet, the responsibility terms in the above paragraph D.3. of this section in every subcontract for supplies or services used by the contractor in fulfilling USDA contracts, either directly or indirectly, and obtain certification of responsibility, as described in Appendix-1 to Announcement LS-128 from any subcontractors and suppliers.

Contractors shall include, and subcontractors must comply with, the domestic products clause in paragraph I.F. of this section for all subcontracts for meat, meat products, or other ingredients used in fulfilling any contracts awarded under this Announcement. **All shipping containers for raw materials must be labeled as "Domestic Only Product" on the principle display panel**

**and invoices or bill of lading from the raw material supplier must indicate “Domestic Only Product.”**

Subcontractors or suppliers of canned meat items are (1) ineligible if they are currently delivering late on USDA contracts, or USDA-approved subcontracts and late delivery is not due to causes beyond their control; and (2) nonresponsible if they are not operating under the provisions of the Federal Meat Inspection Act or have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

Meat products furnished by a subcontractor/supplier must also comply with the material and other specification requirements as set forth in the applicable product specification.

#### 7. Past Performance

The offeror must certify to timely performance on current contracts and subcontracts in **Item 4** of the Certification Section under the Domestic Electronic Bid Entry System (DEBES) offer (see Exhibit D). A determination that any past or current late performance was beyond the control or negligence of the contractor or the contractor's subcontractor **must be made by the Contracting Officer prior to bid opening**. An offeror will be deemed nonresponsible if the offeror **or any of its affiliates or subcontractors** are delivering late on other contracts or subcontracts with USDA and the late delivery is not due to causes beyond the contractor's or the contractor's subcontractor's control. This provision, as it pertains to small business, is a deviation from 48 C.F.R. Subpart 19.6.

**A false certification may result in rejection of the offer, suspension and debarment by USDA, termination of the contract, liability for damages under the provisions of USDA-1, or criminal prosecution.**

Offerors are cautioned NOT TO BID on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. On-time delivery is imperative because this product is used in school lunch and other USDA Federal food and nutrition programs. Late deliveries can cause serious and substantial damages to USDA and to recipient agencies, some of which cannot be compensated for by liquidated damages.

**Contractor shipping late on contract(s) must immediately notify the Contracting Officer of late shipments. If the contractor intends to request an extension due to causes beyond the control or negligence of the contractor, such notice must be made to the Contracting Officer 3 business days in advance of a bid opening in which the contractor wants to bid. Notification and request for extension must include (1) documentary evidence of causes beyond contractor's control for each day requested, (2) a production report of completed and/or expected production, including pounds and dates, and (3) actual shipment dates by Notice-to-Deliver (N/D) numbers (see Article 68 of USDA-1).**



E. Buy American Certification

End products furnished must be of domestic origin as defined in section I.F. below. This provision is a deviation from 48 C.F.R. part 25 and for the purposes of this Announcement supersedes Article 49 of USDA-1. Other minor ingredients, e.g., seasonings, must comply with Article 49 of USDA-1.

F. Domestic Products

All meat or meat products used in fulfilling contracts awarded under Announcement LS-128 must be produced in the United States. United States produced (hereafter referred to as U.S.-produced) beef or pork means manufactured from livestock raised in the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). U.S.-produced does not include imported beef or pork, or cattle or hogs imported for direct slaughter. If any pork or beef products originating from sources other than the United States are processed or handled, the contractor will develop and maintain an identification and record system for these products to ensure USDA that they are segregated and not used to fulfill contracts awarded under this Announcement. Such segregation plan will be audited and made available to the ARC Branch agent. The contractor will maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, and will make such records available for review by the Government in accordance with Article 76 of USDA-1.

**The contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for meat or meat products used in fulfilling any contracts awarded under this Announcement and obtain certification from each meat or meat products subcontractor that (1) the subcontractor will deliver only meat or meat products originating from U.S.-produced livestock as defined herein; and (2) all raw materials will be shipped in containers labeled as “Domestic Only Product” on the principle display panel and the bill of lading accompanying the shipment will contain the statement “Domestic Only Product.”**

G. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

1. If the Government receives information that a Contractor or a person acting for the Contractor has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (P.L. 104-106), the Government may:
  - a. Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - b. Rescind the contract with respect to which:
    - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either (a) exchanging the information covered by such subsections for anything of value; or (b) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

- 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the Government rescinds the contract under paragraph 1 of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
3. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### H. Service of Protest

1. Protests, as defined in 48 C.F.R. part 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be deemed served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer designated in Section II. A.
2. A copy of any protest must be received by the Contracting Officer at the FAX or mailing address listed in Section II. A. within 1 business day of filing a protest with the GAO.

### II. SUBMISSION OF OFFERS

#### A. Where and How to Submit Offers

##### 1. Electronic Submission of Offers

All Offers must be submitted electronically by accessing the DEBES. Browser Requirements for DEBES for electronic bidding are described in Attachment IV. An offeror must request and receive a DEBES logon ID in order to access the website (see Attachment V. for the form to request a logon ID). Only suppliers deemed responsible by the Contracting Officer will receive a DEBES logon ID.

Access the DEBES website at: <https://pcsd.usda.gov:3077/mdbc1000.exe?>

**Once connected to DEBES, follow the online procedures. Click on the “Help” button for detailed instructions on using the system or call 202-720-2650 for assistance.**

AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including, but not limited, to the following:

- a. Any failure of the offeror’s computer hardware or software;
- b. Availability of your Internet service provider;
- c. Delay in transmission due to the speed of your modem; or
- d. Delay in transmission due to excessive volume of Internet traffic.

**The DEBES system will generally be available all day Saturday until 9:00 p.m. Central Time, and on Sundays from 8:30 a.m. until 3:30 p.m. Central Time. System availability may at times be subject to interruptions in service due to unscheduled maintenance.**

If an offeror's Internet Service Provider (ISP) is not available, an offeror may submit a bid via facsimile (FAX). If an offeror plans to submit a bid via FAX, offeror **MUST** contact the Contracting Officer for approval prior to faxing offers.

**NOTE:** Exhibit D provides an example of how offers may be submitted by fax:

e. Facilities for receiving offers by FAX are as follows:

FAX: (202) 720-0949 (24 Hours)

f. Verification: **USDA-AMS-LS-CP-Branch**

**(202) 720-2650** (6:30 a.m. - 4:00 p.m., Central Time, Monday - Friday)

Faxed offers, modifications, or withdrawals of offers must be addressed as follows:

Contracting Officer  
Livestock and Seed Program  
Agricultural Marketing Service  
U.S. Department of Agriculture  
Stop 0253 Room 2610-South Building  
1400 Independence Avenue, SW  
Washington, D.C. 20250-0253

**B. Where and When to Submit Offers**

Offers, modifications, or withdrawals of offers must be submitted to the Contracting Officer, Livestock and Seed Program, Agricultural Marketing Service (AMS), U.S. Department of Agriculture, Washington, D.C.

Offers, modifications, or withdrawals of offers under this Announcement must be received in the **DEBES Lockbox or, if authorized by the Contracting Officer, faxed to the AMS, LS, CP Branch not later than 1:30 p.m., Central Time**, on the date specified in the Invitation. Canned meat items will be purchased on a quarterly basis. Invitations will be issued by FAX and be available electronically through the USDA, AMS Commodity Procurement Home Page and posted on the DEBES Internet site. If the planned bid date falls on a nonworkday for USDA employees in the District of Columbia, offers, modifications, or withdrawals must be received by **1:30 p.m., Central Time** on the next succeeding business day. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the last submission time recorded in DEBES or electronically captured at the AMS, LS, CP Branch in the event a bid is faxed.

Note: Once AMS has established an external portal site, invitations will no longer be sent by FAX, unless requested by supplier or USDA is experiencing technical difficulties at the portal site. Eligible suppliers will be granted access to the site and can subscribe to the appropriate folder(s). USDA will notify suppliers through a Notice to the Trade.

### C. Shipping Periods

Planned shipping periods by Invitation are identified in Exhibit E. USDA may change this schedule or cease purchases depending on market conditions or funding considerations. Contracts will be awarded on a shipping period basis. The shipping period will be a specific period identified with each Invitation issued under this Announcement. Bidders are cautioned to refer to the applicable invitation prior to bidding.

Shipping periods will be on the first half and second half of the month (e.g., December 1-15 and December 16-31).

### D. Purchase Units

The purchase unit size for the various canned meat items purchased is shown in Exhibit A. The quantity offered on bids must be in purchase unit increments. An offeror may bid the entire quantity on the Invitation or a greater amount, but not less than one purchase unit, i.e. 36,018 pounds. Only one offer price may be quoted to any delivery point listed from each shipping point, including combined destinations bracketed as one line item. Offerors may rearrange the destination sequence on these combined delivery units.

### E. What to Submit

Electronic Bid:

An offer must include each of the following items:

#### **Section 1--General**

1. Name, phone number, and complete address and zip code of offeror (include both street and mailing address if different).
2. Identify submission as a bid.  
STATE: Bid--ANNOUNCEMENT LS-128, Invitation No.\_.
3. Name and street address including zip code of (a) final processing point and (b) shipping point.

#### **Section 2--Offer Form**

1. Item number listed on applicable Invitation, destination, and price per pound delivered to specific destination, segregated by product type if more than one is requested.

**NOTES:** For bids other than electronic, offerors may, at their own risk, exclude name of destination. Errors in item number(s) will not be apparent to Contracting Officer.

Quote only one delivered price per pound for each destination or multiple destinations listed as one item number. If more than one price per item is quoted, the line item will be ruled nonresponsive.

Estimated number of purchase units by destination will be listed on the Invitation.

The offeror must not indicate the number of purchase units by destination. USDA may adjust the quantities listed on the Invitation based on offerings, market conditions, and/or program requirements.

Transportation restrictions will be shown on the Invitations.

The offeror may submit offers for as many destinations as desired. The maximum quantity to be awarded is determined by the constraints quoted in Section 3, Constraints, of the bid.

Offer prices may be quoted up to four places to the right of the decimal point. **If other than four places, any digit past the fourth will automatically be dropped.**

### Section 3--Constraints

1. State maximum quantity overall for each commodity type (if applicable) to be awarded and/or maximum quantity overall for both in number of purchase units and equivalent net pounds for shipment to required destinations between     (date)     and     (date)    .

NOTES: If offering for more than one processing point, be sure to indicate the number of units offered for each commodity type and/or maximum quantity overall for each processing point. Maximum quantity offered may be greater than demand shown on the Invitation.

Total maximum quantity overall for specific product types or Invitation is optional. If total overall is not quoted, AMS may award up to the maximum for each type.

State the applicable shipping period(s) associated with the Invitation.

### Section 4--Certifications

1. For this bid, your company is designated as: (choose one)

- ☐ Large Business
- ☐ Large Minority Business
- ☐ Large Woman-Owned Business
- ☐ Large Woman-Owned Minority Business
- ☐ Small Business
- ☐ Small Minority Business
- ☐ Small Disadvantaged "Not 8A"
- ☐ Small Woman-Owned Minority
- ☐ Small Woman-Owned "Not 8A"
- ☐ "8a" Small Woman-Owned
- ☐ "8a" Small Disadvantaged

**NOTE:** For bids submitted electronically, if default designation is incorrect, please choose correct designation and notify Contracting Officer.

2. By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-128; Appendix-1; Inv. \_\_\_\_; Exhibit A dated May 2006, applicable IDCR, Contractor's technical proposal approved by the Contracting Officer; AMS audit team's initial report; USDA-1, Rev. 2, and Amds. 1, 2, 3, and 4 and the Federal Acquisition Regulations. .  
  - ☐ HAS
  - ☐ DOES
3. (a) Annual Representations, Certifications, and Warranties (Appendix-1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy): \_\_\_\_\_  
  
(b) If Appendix HAS been amended, enter date amended: \_\_\_\_\_ or N/A.
4. Offeror certifies that the company has completed the Online Representation and Certification Application (ORCA) on (mm/dd/yyyy):\_\_\_\_\_.
5. Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.  
  - ☐ Does
  - ☐ Does Not
6. All product required under any existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been shipped?  
  - ☐ Has
  - ☐ Has Not
  - ☐ Has Not, But Has Notified C/O
  - ☐ No Existing Contracts
7. By submitting this bid, offeror certifies that all product conforms with the applicable TDS or IDCR and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.  
  - ☐ Does
8. Show name, title, fax number, and phone number of person submitting this bid (must be an authorized company representative).

**Technical Proposal:**

The following procedures establish the acceptable minimum requirements for the format and content of the proposals:

1. The Government has provided a technical proposal format which is to be used in preparing the technical proposal (see **Exhibit F**). The offeror shall submit technical proposals in both hard copies and an electronic format either on disk (3.5" diskette or CD) or e-mail. The technical

proposal shall be saved in the portable document file (PDF) format. This format and electronic form provided will aid in the evaluation of the technical proposal.

2. Offers must submit diskettes or CDs in sealed disk mailers that have been signed by the same individual signing the original paper copy of the technical proposal. Offerors submitting the electronic PDF format by e-mail must be sent by the same individual that signed the original paper copy of the technical proposal. By signing both the technical proposal and disk mailer, this individual will be attesting to the data in both formats being identical. The seals on this information will be broken by the Contracting Officer only. The technical proposal must be submitted by an authorized agent of the company, as evidenced by the SF-129 on file with the Contracting Officer.
3. The offeror will submit the appropriate number of copies as stated in the table below:

Description	Number of Hard Copies	Number of Diskettes/CD's
<b>Technical Proposal</b> 1. 8 ½" x 11" White Paper; 2. One sided-Single spaced (12 point font); 3. Proposal to be provided in protected document holder; and 4. Proposal submitted with all capital letters will be returned to Offeror without further review.	3 (Original + 2 copies)	1

4. While it is not the desire of the Government to penalize an offeror for noncompliance with formatting instructions, technical evaluators may have difficulty evaluating the technical proposal to the fullest extent possible. Technical evaluators will not be required to search other subsections or sections of the offeror's technical proposal for information requested for evaluation.

**Note: All hard copies and diskettes/CDs shall be mailed to the Contracting Officer at the address stated in Section II. A.**

### Technical Proposal Revisions

Changes to an offeror's technical proposal may be submitted based on the Government's Amendments, Clarification Request, pre-award and post-award assessments, and at the request of the offeror.

Maintenance of the integrity and clarity of each technical proposal is critical. All technical proposal revisions must meet the following criteria:

- 1) Any changes to a technical proposal made by the offeror after its initial submittal shall be accomplished by submitted replacement pages or an entire technical proposal package. A cover letter must be submitted with the changes identified and an explanation of the need for the change. The offeror shall include the revision date and the appropriate page number(s).
- 2) Must be submitted in the same number of copies as the initial technical proposal and must have the same information provided on revised diskettes/CDs. The revised diskettes/CDs should contain only the pages that are being changed. Additional pages should be numbered using a page number suffix (e.g. 1.1, 1.2, 1.a., 1.b).

- 3) Submit changes to the technical proposals as a complete page change for each page on which a change occurs. Changes from the original page shall be on blue colored paper and the changes in text shall be **highlighted** or **bolded** and deletions in ~~strikeout~~.

### III. ACCEPTANCE OF OFFERS

The USDA will award contracts to offerors deemed eligible and responsible and whose bids conform to the Announcement and the applicable Invitation and whose bids are most advantageous to the Government in terms of, but not limited to, price, quantity needs at the specified destinations, and cost. The USDA requires a minimum acceptance period of 7 calendar days from the acceptance of offers. Acceptance of offers will be made by FAX filed at Washington, D.C., not later than midnight, local time, the seventh day following the day for receipt of offers. The official time of award is the date and time stamped on the contract faxed from the AMS, LS, CP Branch. Transmission of the contract is the official notice that the contract has been awarded. A notice of award will also be issued in the form of a Food Purchase Report (FPR) posted on the **Livestock and Seed Program, USDA, AMS Commodity Procurement Home Page** (see Notice attached), after 1:00 p.m., **Central time** on the day of acceptance. Information on awards will be available by telephone to offerors and interested parties promptly following the posting of the FPR. Inquiries may also be made to a USDA, AMS Market News office or the Contracting Officer.

Failure to accept an offer will constitute rejection. Filing of the acceptance wire as specified above will result in a binding contract without further action by either party. The actual time of award described herein deviates from 48 C.F.R. 14.408-1.

### IV. PROVISIONS OF CONTRACT

The contract consists of Announcement LS-128; the applicable Invitation; applicable IDCR, applicable ARC or MGC Branches' instructions; contractor's or subcontractor's (manufacturer's) technical proposal approved by the Contracting Officer, the AMS audit team's initial report, contractor's offer including SF-129 and Appendix -1; the acceptance by USDA; USDA-1 and the Federal Acquisition Regulations 48 CFR Section et seq. The following USDA-1 articles are excluded: Articles 34, 49, 50, 64(c), and all of Part E.

If the provisions of contract documents are not consistent, the following priority order will prevail: Invitation, Announcement, applicable IDCR, contractor or subcontractor's technical proposal approved by the Contracting Officer, AMS Auditor's initial report, Appendix-1, Federal Acquisition Regulations, and USDA-1.

### V. PRODUCT SPECIFICATIONS, CERTIFICATIONS, AND AUDIT SERVICES

- A. Specifications for canned meat products are identified in the Exhibit A, Checklist. If documents are amended, appropriate amendments must be referenced.

AMS certification agents, under the direction of the LS Program, will perform all examinations and tests as required. AMS agents will conduct all certification services in accordance with the applicable MGC Branch Instruction(s). The cost of all certification and audit services performed by the AMS certification agents must be borne by the contractor. This includes, but is not limited to, examinations, supervision, official documentation, samples for microbiology and fat content analyses, and charges for such analyses.



AMS auditors, under the direction of the LS Program, will perform audit services on the portions of the contractor's approved technical proposal that are not under the control of the AMS certification agent. The frequency of the audits will occur, at a minimum, once per month or when applicable, once per contract.

- B. For certification services (**other than those charges associated with audits**), AMS will pay per diem and travel expenses including travel time involved in transporting the AMS agents from a duty point into the area of a contractor's or subcontractor's plant. However, payment of these charges by USDA will only be made when the services rendered by an AMS agent are directly related to production for specific, outstanding contracts. When the services of the AMS agent are performed for the account of a subcontractor, the serial contract number in which the product will be used must be declared to the AMS agent. Per diem and travel expenses will be prorated to the contractor for any official services performed by the AMS agent not related to acceptance of USDA-purchased commodities to which these provisions apply. **The cost of all AMS audits, including per diem and travel expenses, must be borne by the contractor or subcontractor.**
- C. All local travel and travel time will be charged to the contractor or subcontractor in accordance with the applicable MGC and ARC Branch instructions and regulations. The regular hourly fee rate and established fees for required laboratory analyses will be charged as applicable.
- D. Questions concerning charges and the availability of AMS auditors should be discussed with the ARC Branch, Washington, D.C. at (202) 690-0406. Questions concerning charges and the availability of AMS agents should be discussed with the Office of Field Operations (OFO), Denver, Colorado at (720) 497-2520.

The full cooperation of all contractors and subcontractors will be required in planning production and shipping schedules to permit maximum effective utilization of AMS agents and to minimize travel and per diem costs. Contractors or subcontractors will be expected to use AMS agents assigned on a full-time basis. In those instances where local operating conditions will not permit them to fully utilize the AMS agent's time each day and on successive days, contractors or subcontractors may be required to enter into a short-term commitment agreement in which they agree to pay for a minimum of 8 hours per day for a specified period of time.

## VI. LOSS DUE TO DETERIORATION, SPOILAGE, OR RECALL

### A. Loss Due to Deterioration or Spoilage

The contractor will be held liable for losses due to deterioration or spoilage for which he or she is responsible, which are discovered within 9 months of the delivery date to USDA, in accordance with the provisions of Article 61 of USDA-1.

### B. Liabilities Due to Product Recalled for Health or Safety Risk

In accordance with Article 60 of USDA-1, the contractor shall be held liable for failure of the commodity to meet all of the contract and specifications requirements. In the event, product is recalled due to a health or safety risk, the contractor is responsible for removal and replacement of recalled products and reimbursement of State and local costs incurred as a result of the recall, as

outlined in the Food and Nutrition Service's (FNS) Commodity Holds and Recall Process (see below). These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities.

If product under contract is to be delivered to a facility for further processing under contract with a State and the product is recalled, it will be handled in accordance with the FNS's Recall Process.

A copy of the report can be obtained at the following web address:

<http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>

## VII. INSPECTION AND CHECKLOADING

The contractor will not ship the product before receipt of shipping instructions from the Farm Service Agency (FSA) Kanas City Commodity Office (KCCO). Inspection as required by Article 54 of USDA-1 will be performed by AMS agents through supplier pre-award assessment and post-award audits as described in the applicable IDCR.

Checkloading by an AMS agent as described in Article 55 of USDA-1 is at the option of the contractor. If checkloading is provided by an AMS certification agent, as described in Option 1 below, contractor may submit an invoice for payment prior to actual delivery; provided, the product is shipped by commercial carriers 5 days in advance of the NLT or the Notice to Deliver (N/D). If transportation is provided by common carrier under Option 1, the contractor must, in support of the contractor's invoice, furnish a copy of the original USDA Agricultural Products Acceptance Certificate and signed bill of lading or commercial receipt indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

### Option 1- AMS Checkloading

At the request of the contractor, AMS agents (on a fee basis) will checkload the product at the time of shipment and perform the following duties as described in the applicable IDCR:

1. Conduct an external condition of container examination;
2. Supervise the loading and sealing of each truck; and
3. Issue a final Acceptance Certificate that may be used for payment purposes.

### Option 2 - Contractor Checkloading

Contractor will perform checkloading examinations as described in the applicable IDCR at the time of shipment and issue contractor's certificate to accompany each shipment that contains all of the following information:

1. Contract Number;
2. N/D Number;
3. Name of product;
4. Shipping Date;
5. Production lot number(s) and date each lot was produced;  
Count of shipping containers and total projected net weight in each production lot. The shipping unit size is provided for in Exhibit A. A tolerance of 15 shipping containers above

or below the delivery unit size shall be permitted only on the final shipment for each product type on each contract;

7. Identity of car or truck (car numbers and letters, seals, truck license, etc.) as applicable
8. Contractor certification that product conforms with the applicable IDCR.
9. Count and projected net weight verified; and
10. Signature of company official responsible for checkloading.

## VIII. SHIPMENT--TRANSFER OF TITLE

### A. Shipping Requirements

Shipment must be made in accordance with this Announcement, the applicable Invitation, Articles 56 and 64(b) of USDA-1, and the N/D (Form KC-269) issued by KCCO. The contractor must closely follow delivery notification instructions contained in the N/D. Such notification of shipment is vital to proper execution of shipment, particularly in cases of minimal transit time.

The contractor must notify State distributing agencies and consignees of shipment. For rail shipment, notification must be made on the day of shipment. For truck shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible. In addition, for truck or piggy-back shipment, the contractor must request and keep scheduled appointments. **Unloading appointments for truck or piggy-back deliveries or shipment must be requested from the consignee contact party(s) at least 24 hours in advance of delivery.** If product is shipped using an AMS agent to checkload as described in shipping Option 1, Section VII. Inspection and Checkloading, a copy of the original USDA Agricultural Products Acceptance Certificate must accompany each shipment so that it will be easily available to the warehouseperson or consignee (as applicable) upon arrival. If the contractor performs checkloading as provided by Option 2 in Section VII, the contractor must include with each shipment the contractor's checkloading certificate, Certificate of Conformance (Exhibit G), and a signed bill of lading or other commercial documentation evidencing the quantity shipped with each delivery. If product is shipped in other than a commercial carrier and a bill of lading is not issued, the contractor's checkloading certificate must document quantity shipped and contractor must obtain a commercial receipt (i.e., warehouse receipt) signed by recipient agent evidencing date of shipment and quantity of product received.

### B. Tolerances

Tolerances are shown in Exhibit A.

### C. Early Shipping Requests

Requests for permission to ship in advance of the "Not-Earlier-Than" date given in the N/D must be made to KCCO and approval will be granted if consignee is willing to accept product early and provides to KCCO the assurances required by KCCO of that arrangement.

### D. Transfer of Title

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the **commercial bill of lading**, warehouse receipt, dock receipt, or other similar signed and dated document

evidencing delivery. If the contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the commercial bill of lading after final certification of the shipping unit by an AMS agent. The contractor is responsible for any shortage or damages as evidenced by the commercial bill of lading, FNS-57 report, or other commercial receipt evidencing delivery of product.

## IX. LIQUIDATED DAMAGES

### A. Compensation to Contractor for Late Mailing of Notice-to-Deliver

Liquidated damages for delay in shipment due to late mailing of N/D will be payable in accordance with Article 65 of USDA-1 and will be at the rate of 25 cents per hundredweight **net per calendar day**.

### B. Compensation to USDA for Delays in Shipment

Timely delivery is important to fulfill the nutritional and dietary needs of persons consuming canned meat products under the National School Lunch Program and other Federal food and nutrition programs and for the efficient and proper administration of these programs. Liquidated damages for **delay in shipment** are payable at the rate of 25 cents per hundredweight net per day in accordance with Article 67 of USDA-1. For purposes of assessing liquidated damages for **delay in shipment**, the date shown on the AMS acceptance certificate (Option 1) or contractor's certificate is considered to be the date of shipment.

## X. INVOICES AND PAYMENT

### A. Shipping Period Contracts

Invoicing and payment will be handled in accordance with Article 70 of USDA-1. A properly prepared invoice consists of the following:

#### 1. AMS Checkloading (Section VII. - Option 1)

If product is checkloaded by an AMS agent and **shipped by common carrier 5 days in advance** of the "not later than delivery date" on the N/D, contractor may invoice at the time of shipment. A properly prepared invoice consists of the following:

- (1) Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
- (2) Commercial bill of lading signed by carrier's agent; and
- (3) Original USDA Agricultural Products Acceptance Certificate issued at time of shipment.

#### 2. Contractor Checkloading (Section VII. - Option 2)

- (1) Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
- (2) Commercial bill of lading or other commercial receipt signed by recipient agent evidencing date of delivery and quantity of product received;
- (3) Original of contractor's checkloading certificate; and
- (4) Copy of the contractor's Certificate of Conformance.

If a commercial bill of lading signed by carrier's agent is not issued, the invoice package must include a warehouse receipt signed by recipient agent evidencing date of delivery and quantity of product received.

**Any loss in transit will be determined by an Over, Short, or Damage Report (FNS-57) filed by recipient. KCMO will advise contractor of discrepancy and recover loss by setoff from future payments or process a claim.**

Contractors are encouraged to instruct carriers to return bills of lading or other commercial receipts signed by recipient agents evidencing the date and quantity of product received to avoid conflicts. If there is a conflict discovered after delivery, the Bill of Lading signed by the recipient representative will prevail unless the discrepancy is due to damage not discernable at time of delivery.

**B. Invoice Mailing & Interest**

1. The invoice package must be mailed or delivered to Kansas City Management Office (KCMO) at the address listed in Section XI. of the Announcement. The outside of the package should be marked:

**"Prompt Pay Provisions Apply--Meat Product  
Attn: Vendor Invoice Payment Section"**

2. Interest will be paid in accordance with the provisions of the Prompt Payment Act, 31 USC 3901 *et seq.*, if payment is made beyond the seventh day after the date of delivery. For payment purposes, the date of delivery will be the receipt date by KCMO of a properly prepared invoice.

**C. Electronic Payment**

USDA payments must be made directly to a financial banking institution. To receive payments electronically, complete the attached Form SF-3881, ACH Vendor Payment Enrollment Form and submit to the Kansas City Management Office, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988 or access the form via the Internet at: <https://pcsd.usda.gov:3076/finance>.

USDA will no longer issue a paper copy of the disbursement statement. Complete the attached address information form, which identifies payment disbursement statement address as well as other needed information.

XI. INQUIRIES

Inquiries pertaining to this solicitation and applicable documents should be directed to:

Contracting Officer, Livestock and Seed Program  
USDA, AMS  
Stop 0253, Room 2610-South Building  
1400 Independence Avenue, SW  
Washington, D.C. 20250-0253

Telephone: (202) 720-2650

Inquiries concerning shipping instructions should be directed to:

Director, Kansas City Commodity Office (KCCO)  
Farm Service Agency  
U.S. Department of Agriculture  
P.O. Box 419205  
Kansas City, MO 64141-6205

Telephone: (816) 926-6062

Inquiries concerning payments should be directed to:

Director, Kansas City Management Office (KCMO)  
Farm Service Agency  
U.S. Department of Agriculture  
P.O. Box 419205  
Kansas City, MO 64141-6205

Telephone: (816) 926-6205

/s/ William T. Sessions (5/13/06)

William T. Sessions  
Associate Deputy Administrator  
Livestock and Seed Program

Attachments



**CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS ANNOUNCEMENT LS-128  
FOR CANNED MEAT PRODUCTS**

PRODUCT DESCRIPTION (SECTION I.A. GENERAL)					BID/CONTRACT PROVISIONS				
Product/ Commodity Box Code	Specifications Listed in Priority Order	Commodity Purchase Code	Packaging and Packing	Minimum Delivery Unit Size/Shipping Unit	Tolerance Section VIII. D	Shipping Period Section II.C.; IV and VIII	Federal/State Plants Section I. E. 1	Competition (See invitation)	Payment Section XI
Canned Beef/A610 (29 oz)	Item Description and Checklist of Requirements (IDCR) for Canned Beef with juices, Canned pork with juices, Canned beef with tomato sauce, and Canned pork with tomato sauce Effective March 2006	24-15-29	24/29 oz cans per case	36,018 lbs /828 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment for each type on each contract	1 <sup>st</sup> half / 2 <sup>nd</sup> half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Beef/A721 (24 oz)		24-15-25	24/24 oz cans per case	36,000 lbs/ 1000 cases					
Canned Pork/A630 (29 oz)		24-60-29	24/29 oz cans per case	36,018 lbs /828 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment for each type on each contract	1 <sup>st</sup> half / 2 <sup>nd</sup> half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Pork/A722 (24 oz)		24-60-25	24/24 oz. cans per case	36,000 lbs/ 1000 cases					
Canned Beef w/tomato sauce/A700 (40 oz)		24-62-10	12/40 oz cans per case	36,000 lbs/ 1200 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment for each type on each contract	1 <sup>st</sup> half / 2 <sup>nd</sup> half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Beef w/tomato sauce/A724 (24 oz)		24-62-24	24/24 oz cans per case	36,000 lbs/ 1000 cases					
Canned Pork w/tomato sauce/A699 (40 oz)		24-61-10	12/40 oz cans per case	36,000 lbs/ 1200 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment for each type on each contract	1 <sup>st</sup> half / 2 <sup>nd</sup> half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Pork w/tomato sauce/A723 (24 oz)		24-61-24	24/24 oz cans per case	36,000 lbs/ 1000 cases					
Canned Luncheon Meat/A617 (30 oz)	IDCR Canned Luncheon Meat dated March 2006	24-45-50	24/30 oz cans per case	36,000 lbs/ 800 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment for each type on each contract	1 <sup>st</sup> half / 2 <sup>nd</sup> half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Luncheon Meat/A725 (24 oz)		24-40-24	24/24 oz. cans per case	36,000 lbs/ 1000 cases					
Canned Chili w/out beans/A702	IDCR Canned Chili, without Beans, dated March 2006	24-50-10	24/24 oz. cans per case	36,000 lbs/ 1000 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment for each type on each contract	1 <sup>st</sup> half / 2 <sup>nd</sup> half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.

## SAMPLE INVITATION

DATE: CANNED MEAT, ANNOUNCEMENT LS-128, INVITATION NO.\_:

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-128 to sell canned meat products, for use in Federal food and nutrition programs. Purchases will be made on a shipping period basis to destinations indicated below. Destination quantities listed are estimates and are subject to adjustment based on offerings, changes in recipient needs, market conditions, and program operations.

Product purchased under this Invitation will be produced according to Announcement LS-128, Exhibit A, dated May 2006; and as specified for each product type. Offeror must also have a technical proposal approved by the Contracting Officer under LS-128

All offers must be in the format prescribed in LS-128 and be submitted electronically via the Internet. Offers must be received by **1:30 p.m.**, Central Time, Friday, \_\_\_\_, 2006. Acceptances will be announced by midnight, Friday, \_\_\_\_, 2006. Shipments are to be made between \_\_\_\_ and \_\_\_\_, 2006.

Offeror must be assigned a logon ID by USDA to access the site. The Internet address is: <https://pcsd.usda.gov:3077/mdbc1000.exe?> Once connected, follow the online procedures. A "Help" button provides detailed instructions or call 202-720-2650 for assistance.

Inquiries about ANNOUNCEMENT LS-128 or this Invitation should be directed to the Contracting Officer, Livestock and Seed Program; USDA, AMS, Stop 0253-Room 2610-South; 1400 Independence Avenue, SW; Washington, D.C. 20250-0253 Telephone: (202) 720-2650; Fax: (202) 720-0949.

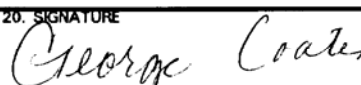
ANNOUNCEMENT : LS-128  
INVITATION : 100

COMM GROUP : 24 MEAT, CANNED  
COMM TYPE : 60 PORK, CANNED W/ NATURAL JUICES  
PACK SIZE : 29 24/29 OZ CANS

ITEM NO.	DESTINATION CITY	STATE	TRANS RESTR	QUANTITY (LBS)
SHIPPING PERIOD 01/16/06 - 01/31/06				
001	VANDIVER	AL		36,018
002	DURAND	GA	TRUCK ONLY	108,054
003	PALMDALE	FL		216,108
TOTAL QUANTITY FOR COMMODITY TYPE				360,180
TOTAL QUANTITY FOR INVITATION				360,180

\_\_\_\_\_  
CONTRACTING OFFICER



SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION <input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION		2. DATE 10/2/98		OMB No.: 9000-0002 Expires: 10/31/97																	
<b>NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.</b> Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.																									
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME USDA, AMS, Livestock and Seed Program					4. APPLICANT a. NAME Lakeshore Meat FI No. 7999 TIN No 12-3456789																			
	b. STREET ADDRESS Room 2610-South, P.O. Box 96456																								
	c. CITY Washington		d. STATE DC	e. ZIP CODE 20090-6456		b. STREET ADDRESS 1275 Corwith Avenue		c. COUNTY EI 197643																	
						d. CITY Calumet		e. STATE IL																	
					f. ZIP CODE 67345																				
5. TYPE OF ORGANIZATION (Check one)					6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)																				
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION  <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF: Illinois					a. STREET ADDRESS Same as #4    b. COUNTY  c. CITY    d. STATE    e. ZIP CODE																				
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS																									
a. PRESIDENT George Coates			b. VICE PRESIDENT Martha Jersild			c. SECRETARY Robert Olson																			
d. TREASURER Walter Schnaak			e. OWNERS OR PARTNERS Shareholders of the Corporation																						
8. AFFILIATES OF APPLICANT																									
NAME			LOCATION			NATURE OF AFFILIATION																			
Broadview Foods, TIN No. 98-7654321 EI No. 346791    FI No. 321			7893 Dolton Ave., Highland, IL 67347			Parent Company																			
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)																									
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER																			
						AREA CODE		NUMBER																	
Edgar Kauffman			Sales Manager			611		796-1992																	
Andrew Terrill			Production Manager			611		796-1992																	
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Commodity</th> <th>Current Weekly Prod.</th> <th>Additional Capacity</th> <th>% Available for USDA Contracts</th> </tr> </thead> <tbody> <tr> <td>Canned Pork</td> <td>250,000</td> <td>250,000</td> <td>30%</td> </tr> <tr> <td>Canned Beef</td> <td>250,000</td> <td>250,000</td> <td>30%</td> </tr> <tr> <td>Luncheon Meat</td> <td>100,000</td> <td>300,000</td> <td>75%</td> </tr> </tbody> </table>										Commodity	Current Weekly Prod.	Additional Capacity	% Available for USDA Contracts	Canned Pork	250,000	250,000	30%	Canned Beef	250,000	250,000	30%	Luncheon Meat	100,000	300,000	75%
Commodity	Current Weekly Prod.	Additional Capacity	% Available for USDA Contracts																						
Canned Pork	250,000	250,000	30%																						
Canned Beef	250,000	250,000	30%																						
Luncheon Meat	100,000	300,000	75%																						
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS																			
<input checked="" type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS			125			\$ 29,456,000.0																			
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)																						
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS			<input checked="" type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT																						
14. DUNS NO. (If available) 02-78396			15. HOW LONG IN PRESENT BUSINESS? 68 years																						
16. FLOORSPACE (Square Feet/M <sup>2</sup> )						17. NET WORTH																			
a. MANUFACTURING 44,000			b. WAREHOUSE 115,000 * See Below			a. DATE December 31, 1997		b. AMOUNT \$ 7,537,622.89																	
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)																									
FOR		TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES			d. DATES GRANTED																	
a. KEY PERSONNEL																									
b. PLANT ONLY																									
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.																									
19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print) George Coates					20. SIGNATURE 			21. DATE SIGNED 10/2/98																	
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print) President																									
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable			* Robertson Bonded Warehouse 834 Bellwood Avenue Irondale, IL 59571			STANDARD FORM 129 (REV. 12-88) Prescribed by GSA - FAR (48 CFR) 53.214(e)																			

## INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS  
(See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS  
(See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS  
(See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

## SAMPLE OFFER ELECTRONICALLY SUBMITTED

Submitted at: 06/13/2006- 10:19:19 am Central Time  
**JOHN JAMES PACKING CO.**  
**22 MAIN STREET**  
**BERWYN, ME 55507**

**LS-128/100, CANNED MEAT**

Authorized Changes and Comments						
Date	Time	USDA ID	Comments			
Plant 01-John James Packing Co., 224 Main Street, Berwyn, ME						
Shipping Point 01-James Meat Packing, 224 Main Street, Berwyn, ME						
CANNED BEEF WITH NATURAL JUICES						
Line Item	Pack Size	Destination	Shipping Period	Est LBS	Price/LBS	Tran Mode
001	24/29 oz Cnd Beef	VANDIVER, AL	07/01/2006 - 07/15/2006	36,018	0.9990	Truck
002	24/29 oz Cnd Beef	DURAND, GA	07/01/2006 - 07/15/2006	108,054	0.9992	Truck
003	24/29 oz Cnd Beef	PALMDALE, FL	07/01/2006 - 07/15/2006	216,108	0.9994	Truck

High Bid Price: 0.9994 Line Item: 003  
 Low Bid Price: 0.9990 Line Item: 001  
 Sum of Bid Prices: 2.9976

Constraints				
Const #	Max Qty	Plant Location	Shipping Period	Product
1	10	01-John James Packing	07/01/2006 - 07/15/2006	CANNED BEEF WITH JUICES
Certifications				
For this bid your company is designated as: LARGE BUSINESS				
Question				Answer
<b>01)</b> By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-128, Appendix-1, Inv. 100, Exhibit A, dated May 2006; Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA 1, Rev. 2, and Amnds 1, 2, 3, and 4 (Both boxes must be selected)				HAS DOES
<b>02A)</b> Annual Representations, Certifications and Warranties (Appendix-1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy)				10/01/2006
<b>02B)</b> If Appendix HAS been amended, enter date amended or, enter N/A				N/A
<b>03)</b> Offeror certifies that the company has completed the Online Representations and Certifications Application (ORCA) on (mm/dd/yyyy).				08/29/2006
<b>04)</b> Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.				DOES
<b>05)</b> All product required under existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been shipped.				HAS
<b>06)</b> By submitting this bid, Offeror certifies that all product conforms with the applicable IDCR and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.				DOES
<b>07)</b> By submitting this bid, offeror certifies that the offeror HAS registered under the Central Contractor Registration (CCR) system as described in Title 48 C.F.R. 4.1104.				HAS
<b>08)</b> Show name, title, fax number, and phone number of person submitting bid (must be an authorized company representative).				John James, President Fax 705-555-1212 Phone 705-555-1234

High Bid Price: 0.9994 Plant: 01 Shipping Point: 01 Line Item: 003  
 Low Bid Price: 0.9990 Plant: 01 Shipping Point: 01 Line Item: 001  
 Sum of Bid Prices: 2.9976

**PLANNED PURCHASE SCHEDULE  
CANNED PRODUCTS**

**SCHOOL YEAR 2006-2007**

<b>INV. NO.</b>	<b>TYPE</b>	<b>BID OPENING</b>	<b>AWARD NLT DATE</b>	<b>Quarter</b>	<b>SHIPPING PERIOD/Est. # of Units</b>
1	Canned Meat Items	05/26/06	06/02/2006	(4 <sup>th</sup> Qtr.)	07/1-15/06 07/16-31/06 08/1-15/06 08/16-31/06 09/1-15/06 09/16-30/06
2	Canned Meat Items	09/8/06	09/15/2006	(1 <sup>st</sup> Qtr.)	10/1-15/06 10/16-31/06 11/1-15/06 11/16-30/06 12/1-15/06 12/16-31/06
3	Canned Meat Items	11/27/06 (Monday)	12/1/2006	(2 <sup>nd</sup> Qtr.)	1/1-15/07 1/16-31/07 2/1-15/07 2/16-30/07 3/1-15/07 3/16-31/07

NOTE: The above purchase schedule is for informational purposes only. USDA may change this schedule or cease purchases depending on market or funding considerations. Bidders are cautioned to refer to the applicable Invitation prior to submitting offers.

Company Name

Page X of Y

(Canned Meats)

[Company Name]

[Company Address]

Technical Proposal for: [Announcement Number] and [Specification]

**Table of Contents** (all pages and attachments must be number and identified—any attachments must be identified and referenced in the Technical Proposal)

*The technical proposal should include all phases of production that meets or exceeds the requirements stated in the specification to produce complying product.*

- I. ITEM DESCRIPTION - Please provide a brief description of the product that will be addressed in the technical proposal.**
- II. CHECKLIST OF REQUIREMENTS - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the checklist of requirements section of the specification.**

- A. MATERIALS - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the material section of the specification.**

Contractors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each lot of product.

- 1. Meat Component – (plan, do, check, act)**
  - a. Domestic Origin**
  - b. Harvest Requirements**
  - c. Boneless Meat Requirements**
- 2. Non-Meat Components – (plan, do, check, act)**
  - a. Domestic Origin**
  - b. Tomato sauce and Flavoring**
  - c. Monosodium Glutamate**
  - d. Salt**

- B. PROCESSING - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the processing section of the specification.**

- 1. Plate and Blade size– (plan, do, check, act)**
- 2. Metal Detection – (plan, do, check, act)**

- C. FINISHED PRODUCT LIMITATIONS** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the finished product limitations section of the specification.
- 1. Fat Content – (plan, do, check, act)**
  - 2. Sodium Content – (plan, do, check, act)**
- D. PREPARATION FOR DELIVERY** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the preparation for delivery section of the specification.
- 1. Packaging – (plan, do, check, act)**
  - 2. Packing - (plan, do, check, act)**
  - 3. Labeling - (plan, do, check, act)**
  - 4. Palletized Unit Loads - (plan, do, check, act)**
- E. DELIVERY UNIT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the delivery unit section of the specification.
- F. DELIVERED PRODUCT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the delivered product section of the specification.
- 1. Size and Style of Container - (plan, do, check, act)**
  - 2. Sealing - (plan, do, check, act)**
- G. WARRANTY AND COMPLAINT RESOLUTION** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the warranty and complaint resolution section of the specification.
- H. NON-CONFORMING PRODUCT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the non-conforming product section of the specification.

NOTE: In preparing Offeror's technical proposal please follow the outline format for the applicable TDS or IDCR that the company is submitting.

### **Attachments or Appendixes**

**Please attach all referenced documents with the applicable document name and reference number.**

**Please provide an example of the Statistical Process Control Charts and Histograms that the supplier intends to utilize in the production process.**

UNITED STATES DEPARTMENT OF AGRICULTURE  
AGRICULTURAL MARKETING SERVICE  
LIVESTOCK AND SEED PROGRAM

CERTIFICATE OF CONFORMANCE FOR  
THE PROCUREMENT OF  
CANNED MEAT PRODUCTS

CERTIFICATE OF CONFORMANCE

I certify the following:

- (1) On [shipping date], [Contractor's name] furnished the [applicable canned meat product] called for by Contract Number        for product shipped under Notice-to-Deliver Number            in accordance with all applicable requirements.
- (2) The [applicable canned meat product] is of the quality specified and conforms in all respects with domestic product requirements and other the contract requirements, including the Item Description, Checklist of Requirements, and Technical Proposal approved by the Contracting Officer.
- (3) Product quantity shipped is as required on the Notice to Deliver.

Date: \_\_\_\_\_

Signature:  
(Signed by an officer or representative authorized to sign offers on the current SF-129)

Title:

## NOTICE



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

Stop 0253 Room 2610 South  
1400 Independence Avenue SW  
Washington, DC 20250-0253

### AGRICULTURAL MARKETING SERVICE FOOD PURCHASE INFORMATION ON THE INTERNET

Suppliers and Recipients of Food Products purchased by the Department of Agriculture's Agricultural Marketing Service (AMS), an agency in the Marketing and Regulatory mission area, can access information on purchases and offers via the Internet.

FOR QUICK ACCESS TYPE THE ADDRESS DESIRED IN THE LOCATION BOX:

USDA HOME PAGE:

<http://www.usda.gov/>

AMS HOME PAGE:

<http://www.ams.usda.gov/>

AMS COMMODITY PROCUREMENT HOME PAGE:

<http://www.ams.usda.gov/cp>



**USDA, AMS,  
Livestock and Seed Program**

**APPROVED**

**ITEM DESCRIPTION AND CHECKLIST OF  
REQUIREMENTS (IDCR)**

**FOR**

**CANNED BEEF WITH JUICES**

**CANNED PORK WITH JUICES**

**CANNED BEEF WITH TOMATO SAUCE**

**CANNED PORK WITH TOMATO SAUCE**

Contracting Officer Technical  
Representative (COTR)

Standardization Branch

Room 2607, Phone: (202) 720-4486

Effective March 2006

**I. ITEM DESCRIPTION**

- Items – Canned Beef with Juices – This item consists of coarse ground beef cooked in its own juices for use in a variety of applications, including barbecue beef, pizza, soups, stews, spaghetti sauce, vegetable stir-fry, casseroles, and similar items.
- Canned Pork with Juices – This item consists of coarse ground pork cooked in its own juices for use in a variety of applications, including barbecue pork, pizza, soups, stews, spaghetti sauce, vegetable stir-fry, casseroles, and similar items.
- Canned Beef with Tomato Sauce – This item consists of coarse ground beef cooked with tomato sauce for use in a variety of applications, including barbecue beef, pizza, soups, stews, spaghetti sauce, casseroles, and similar items.
- Canned Pork with Tomato Sauce – This item consists of coarse ground pork cooked with tomato sauce for use in a variety of applications, including barbecue beef, pizza, soups, stews, spaghetti sauce, casseroles, and similar items.
- Formula – Beef or pork with juices contains all meat with a small amount of salt for flavoring. Beef or pork with tomato sauce shall be comprised of at least 75 percent meat computed on the weight of the fresh meat.
- Fat/Sodium – Fat shall not exceed 15 g (grams) per 100 g serving. Sodium level shall not exceed 415 milligrams (mg) per 100 g serving.
- Cans/Cases – Individual cans shall have a net weight of 24 or 29 ounces. Twenty-four (24) cans shall be unitized to a net weight of 36 pounds for 24 ounce cans and 43.5 pounds for the 29 ounce cans.

**II. CHECKLIST OF REQUIREMENTS**

Canned meat items must be produced in accordance with Food Safety Inspection Service (FSIS) regulations and the checklist of requirements below.

**A. MATERIALS**

The contractor's technical proposal must follow procedures outlined in this Announcement and demonstrate conformance with the following Checklist of Requirements.

**1. MEAT COMPONENT**

Beef or pork will be the only meat component allowed.

- a) Domestic Origin – All beef and pork shall originate from U.S. produced livestock as defined in section I.F. of this announcement.
- b) Harvest (Slaughter) Requirements – Boneless meat shall be derived from livestock harvested at facilities that comply with the following harvest requirements:
  - (1) Humane Handling – All cattle and hogs shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
  - (2) Non-Ambulatory Disabled Livestock – Meat from carcasses of non-ambulatory disabled livestock will not be included in USDA purchased canned meat products.
  - (3) Spinal Cord Removal – All spinal cord tissue shall be removed. For cattle, all spinal cord tissue must be removed during the harvesting process.
- c) Boneless Meat Requirements
  - (1) Traceability – Boneless meat shall be traceable to sources that comply with the above domestic origin and harvest requirements.
  - (2) Handling - All boneless meat must be maintained in excellent condition. The contractor's technical proposal shall include detailed production scheduling that addresses time and temperature controls necessary to maintain excellent condition of the boneless meat.
  - (3) Objectionable Materials – Boneless meat suppliers must comply with the following:
    - (a) Beef Suppliers – All boneless beef suppliers must assure the removal of:
      - (i) Major lymph glands (*prefemoral, popliteal, and prescapular*), *thymus* gland, and the *sciatic (ischiatric)* nerve (lies medial to the outside round).
      - (ii) All bone, cartilage, and the following heavy connective tissues.
        - (a) White fibrous – Shoulder tendon, elbow tendon, silver skin (ventral side of the outside round), *sacrociatic* ligament, opaque *periosteum*, *serous* membrane (*peritoneum*), tendinous ends of shanks, *gracilis* membrane, *patellar* ligament (associated with the *stifle* joint), and *achilles* tendon.
        - (b) Yellow elastin – Back strap and *abdominal tunic*. cartilage, major lymph glands (*prefemoral, popliteal, and prescapular*), *thymus* gland, *sciatic (ischiatric)* nerve, white fibrous connective tissue (shoulder tendon, elbow tendon, silver skin (outside round), *sacrosciatic* ligament, opaque *periosteum*, *serous* membrane or *peritoneum*, tendinous ends of shanks, *gracillus* membrane, *patellar* ligament associate with the *stifle* joint, and

*achilles* tendon), and yellow elastin connective tissue (back strap and *abdominal* tunic).

- (b) Pork Suppliers – All boneless pork suppliers must assure the removal of skin, bone, cartilage, organ tissue, lymph glands, heavy connective tissue, and foreign materials.
- (4) Meat Recovery Systems:
  - (a) Mechanical Separation – Boneless meat that is mechanically separated from bone with automatic deboning systems, advanced lean (meat) recovery (AMR) systems or powered knives, shall not be allowed.
  - (b) Finely Textured Beef – Low temperature rendered beef that is processed from boneless meat trimmings and is finely textured is not allowed.
- (5) Pathogen Testing – Boneless and ground beef or pork previously tested and found positive for any pathogen will not be allowed.
- (6) Meat Composition
  - (a) Beef or Pork with Juices – These items contain all meat with a small amount of salt for flavoring.
  - (b) Beef or Pork with Tomato Sauce – These items shall be comprised of at least 75 percent beef or pork computed on the weight of the fresh meat.

## **2. NON-MEAT COMPONENT**

- a) Domestic Origin – Significant ingredients (more than 1 percent) shall be derived from U.S. produced products as defined in section xxx of this Announcement.
- b) Tomato Sauce and Flavoring – Seasonings and ingredients used for tomato sauce and flavoring shall be similar to those normally used for commercially marketed mild-flavored products.
- c) Monosodium Glutamate (MSG) – MSG is not allowed.
- d) Salt – A small amount of salt shall be added for flavoring at a rate no to exceed the sodium requirement in section II.C.2.

## **B. PROCESSING**

### **1. PLATE AND BLADE SIZE**

- a) Beef with Juices – Boneless beef shall be ground by use of a standard feed-screw type grinder which shall have a plate with holes 0.5 inch in diameter and a knife with (no more than) 3 blades. Immediately after grinding, meat shall be mechanically mixed and placed into cans.
- b) Pork with Juices – Boneless pork shall be ground by use of a standard feed-screw type grinder which shall have a plate with holes 1.5 inch in diameter and a knife with (no more than) 3 blades. Immediately after grinding, meat shall be mechanically mixed and placed into cans.

- c) Beef or Pork in Tomato Sauce – Boneless beef or pork shall pass at least once through a grinding plate that is no smaller than 0.75 inch or no larger than 1.0 inch.

## **2. METAL DETECTION**

All products will be free of metal contaminants. Detection of stainless steel, ferrous, and non-ferrous (e.g., lead, copper, and aluminum) metals is required. The contractor's technical proposal must identify and describe the equipment, location, detection procedure, sensitivity levels, frequency of equipment validation, and corrective action procedures.

## **C. FINISHED PRODUCT LIMITATIONS**

The declared fat and sodium content and the serving size ("referenced amounts customarily consumed" (racc)) will be stated on the nutrition facts panel on each can label according to FSIS regulations.

### **1. FAT CONTENT**

The fat content must not exceed 15 grams per 100 grams of finished product. The serving size will not exceed the "racc" amount. Fat content will be determined using the following formula:

(Total Fat ÷ Serving Size (racc)) x 100). Example:

4g of Fat ÷ 56 g = 0.71 X 100 = 7.1 grams of fat per 100 grams

### **2. SODIUM CONTENT**

Sodium level, as declared on the nutritional label, must not exceed 415 mg per 100g serving (use the following calculation)

(Declared Sodium Level (mg) X 100 ÷ Declared Serving Size (grams - racc) ≤ 415).

## **D. PREPARATION FOR DELIVERY**

### **1. PACKAGING**

The beef or pork with juices or the beef or pork with tomato sauce will be filled into cylindrical cans unless otherwise specified.

### **2. PACKING \***

- a) Can Net Weight – Individual cans shall have a net weight of 24 or 29 ounces as specified within the invitation.\*
- b) Case Weight – Twenty-four (24) cans will be unitized to a net weight of 36 pounds for the 24 ounce cans or 43.5 pounds for the 29 ounce cans.
- c) Case Unitization – All cans shall be unitized by packing into new fiberboard shipping containers, placing on fiberboard trays with plastic shrink wrap or plastic shrink wrap only.

\* Alternative can sizes and case weights may be specified within the AMS Invitation.

### **3. LABELING**

The shipping containers shall be in compliance with the National Motor Freight Classification, or the Uniform Freight Classification, as applicable. Both the immediate and shipping containers shall be labeled to include all information required by FSIS regulations.

- a) Immediate Container Label – Immediate container labels shall have a

traceability code that is traceable to establishment number, production lot, and date.

- b) Shipping Container Label – Shipping container labels shall contain the following information:
- (1) USDA shield at least 2 inches high and appearing on the top of the container or on the principle display panel.
  - (2) Applicable contract number.
  - (3) A traceability code that is traceable to establishment number, production lot, and date.
  - (4) Nutrition facts panel based on actual nutritional analysis of the product
  - (5) The appropriate code listed in the table below for each of the items. Alternative product codes may be listed within the invitation.

Product Code	
Item	Code
Beef with Tomato Sauce, Canned (40 oz)	A700
Pork with Tomato Sauce, Canned (40 oz)	A699
Beef with Tomato Sauce, Canned (24 oz)	A724
Pork with Tomato Sauce, Canned (24 oz)	A723
Pork with Juices, Canned (24 oz)	A722
Beef with Juices, Canned (24 oz)	A721
Pork with Juices, Canned (29 oz)	A630
Beef with Juices, Canned (29 oz)	A610

#### **4. PALLETIZED UNIT LOADS**

All shipping containers shall be stacked on new or well-maintained pallets and palletized with shrink wrap plastic.

#### **E. DELIVERY UNIT**

Each delivery unit will consist of 1,000 shipping containers of 24 ounce cans and 800 shipping containers of the 29 ounce cans with a net weight of 36,000 pounds.

#### **F. DELIVERED PRODUCT**

##### **1. SIZE AND STYLE OF CONTAINER**

Only one size and style of immediate (cans) and shipping containers may be offered in an individual shipping unit.

##### **2. SEALING**

All products must be delivered to AMS destinations under seal according to section I.C. of this announcement.

**G. WARRANTY AND COMPLAINT RESOLUTION****1. WARRANTY**

The contractor will guarantee that the product complies with all contractual requirements.

**2. COMPLAINT RESOLUTION**

The contractor's technical proposal must provide the steps taken to resolve complaints received on the product i.e, point of contact, cause and effect analysis, corrective and preventative actions taken, and product replacement.

**H. NON-CONFORMING PRODUCT**

The contractor must include a plan to assure that non-conforming product is not delivered under USDA contracts. The plan must address 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product.

**USDA, AMS,  
Livestock and Seed Program**

**APPROVED**

**ITEM DESCRIPTION AND  
CHECKLIST OF REQUIREMENTS (IDCR)  
FOR  
CANNED LUNCHEON MEAT**

Contracting Officer Technical Representative (COTR):  
Standardization Branch  
Room 2607, Phone: (202) 720-4486

**Effective March 2006**

**I. ITEM DESCRIPTION**

Items –	Canned Luncheon Meat – This canned item consists of (1) beef, (2) pork, or (3) a combination of beef and pork, that is cured and fully cooked as specified with the AMS invitation. This item is ready to serve and can be used as a sandwich component or within a variety of food dishes.
Formula –	This item consists of not less than 97 percent meat computed on the weight of the fresh meat. Beef and pork combination shall consist of not less than 30 percent beef or 30 percent pork.
Fat/Sodium –	Fat must not exceed 8 g (grams) per 56 g serving. A labeling claim of “Less sodium” is required on both the immediate and shipping containers.
Cans/Cases	Individual cans shall have a net weight of 12, 24, or 30 ounces (The AMS invitation shall specify can size). Twenty-four (24) cans shall be unitized to a net weight of 18, 36, or 45 pounds respectively.

**II. CHECKLIST OF REQUIREMENTS**

Canned meat items must be produced in accordance with Food Safety Inspection Service (FSIS) regulations and this checklist of requirements below.

**A. MATERIALS**

The contractor’s technical proposal must describe a process plan with a documented quality control program that includes procedures, records, forms, etc. that demonstrate conformance with the following Checklist of Requirements.

**1. MEAT COMPONENT**

Beef or pork shall be the only meat component allowed.

- a) Domestic Origin – All beef and pork shall originate from U.S. produced livestock as defined in section I.F. of this announcement.

- b) Harvest (Slaughter) Requirements – Boneless meat shall be derived from livestock harvested at facilities that comply with the following harvest requirements.
  - (1) Humane Handling – All livestock shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
  - (2) Non-Ambulatory Disabled Livestock – Meat from carcasses of non-ambulatory disabled livestock shall not be included in USDA purchased canned meat products.
  - (3) Spinal Cord Removal – All spinal cord tissue shall be removed. For cattle, all spinal cord tissue must be removed during the harvesting process.
- c) Meat Composition – This item consists of not less than 97 percent of meat computed on the weight of the fresh meat. Beef and pork combination shall consist of not less than 30 percent beef or 30 percent pork.
- d) Boneless Meat Requirements
  - (1) Traceability – Boneless meat shall be traceable to sources that comply with the above domestic origin and harvest requirements.
  - (2) Handling - All boneless meat must be maintained in excellent condition. The contractor's technical proposal shall include detailed production scheduling that addresses time and temperature controls necessary to maintain excellent condition of the boneless meat.
  - (3) Objectionable Materials – Boneless meat must comply with the following:
    - (a) Beef – The following objectionable materials shall be excluded:
      - (i) Major lymph glands (*prefemoral*, *popliteal*, and *prescapular*), *thymus* gland, and the *sciatic (ischiatric)* nerve (lies medial to the outside round).
      - (ii) All bone, cartilage, and the following heavy connective tissues.
        - (a) White fibrous – Shoulder tendon, elbow tendon, silver skin (ventral side of the outside round), *sacrosciatic* ligament, opaque *periosteum*, *serous* membrane (*peritoneum*), tendinous ends of shanks, *gracilis* membrane, *patellar* ligament (associated with the *stifle* joint), and *achilles* tendon.
        - (b) Yellow elastin – Back strap and *abdominal tunic*. All boneless beef suppliers must assure the removal of all bone, cartilage, major lymph glands (*prefemoral*, *popliteal*, and *prescapular*), *thymus* gland, *sciatic (Ischiatic)* nerve, white fibrous connective tissue (shoulder tendon, elbow tendon, silver skin, *sacrosciatic* ligament, opaque *periosteum*, *serous* membrane or, tendinous ends of shanks, *gracillus* membrane, *patellar* ligament, and *achilles* tendon), and yellow elastin connective tissue (back strap and *abdominal tunic*)..
    - (b) Pork – All glandular material, bone, cartilage, and heavy connective tissue shall be excluded.
  - (4) Meat Recovery Systems – Boneless meat produced from the methods listed below shall not be allowed.



- (a) Mechanical Separation - Boneless meat that is mechanically separated from bone with automatic deboning systems, advanced lean (meat) recovery (AMR) systems or powered knives, shall not be allowed.
- (b) Finely Textured Beef – Low temperature rendered beef that is processed from fat boneless meat trimmings and is finely textured is not allowed.
- (5) Pathogen Testing – Production lots of boneless beef or pork and/or ground beef or pork associated with a positive result for any pathogen shall not be allowed.

## **2. NON-MEAT COMPONENT**

The contractors shall provide a formula declaring the amount of all added ingredients.

- a) Domestic Origin of Non-Meat Component – Significant ingredients (more than 1 percent) shall be derived from U.S. produced products.
- b) Seasoning and Ingredient – Seasonings and other ingredients shall be used to produce products that are similar to commercial luncheon meat.
- c) Monosodium Glutamate (MSG) is not allowed.
- d) Non-Meat Composition – Non-meat components shall not exceed 3 percent of the total ingredients.

## **3. METAL DETECTION**

All products shall be free of metal contaminants. Detection of stainless steel, ferrous, and non-ferrous (e.g., lead, copper, and aluminum) metals is required. The contractor's technical proposal must identify and describe the equipment, location, detection procedure, sensitivity levels, frequency of equipment validation, and corrective action procedures.

## **B. FINISHED PRODUCT LIMITATIONS**

The declared serving size (“referenced amounts customarily consumed” (racc)) fat and sodium content shall be stated on the nutrition facts panel on each can label according to FSIS required regulations. The racc shall be 56 grams.

### **1. FAT CONTENT**

The fat content must not exceed 8 g per 56 g serving.

### **2. SODIUM CONTENT**

Luncheon meat will be produced to comply with the required labeling claim of “Less sodium” on immediate (cans) and shipping containers.

### **3. TEXTURE**

The product shall have a slight to moderate coarseness in texture and hold together as an intact unit when removed from the can.

### **4. COLOR UNIFORMITY**

The product shall be reasonably uniform in color with a slight variation between internal and external surfaces. The following color ranges are acceptable:

- a) Beef – Dark pink to reddish brown.
- b) Pork – Pink to dark pink.
- c) Beef and Pork – Dark pink to light reddish brown.

**C. PREPARATION FOR DELIVERY****1. PACKAGING**

The luncheon meat shall be filled into round or rectangular cans.

**2. PACKING**

- a) Can net weight – Individual cans shall have a net weight of 12 or 30 ounces.
- b) Case Weight – Twenty-four (24) cans shall be unitized to a net weight of:
  - 18 pounds for the 12 ounce cans.
  - 36 pounds for 24 ounce cans.
  - 45 pounds for 30 ounce cans.
- c) Case unitization – All cans shall be unitized by packing into new fiberboard shipping containers, placing on fiberboard trays with plastic shrink wrap or plastic shrink wrap only.

**3. LABELING**

Both immediate and shipping containers shall be labeled to include all information required by FSIS regulations and the following:

- a) Immediate Containers – Immediate containers shall contain the following information:
  - (1) A traceability code that identifies the establishment number, production date and production lot.
  - (2) A claim of “Less sodium”.
- b) Shipping Containers - Shipping container labels shall contain the following information:
  - (1) USDA shield at least 2 inches high and appearing on the top of the container or on the principle display panel.
  - (2) Applicable contract number.
  - (3) A traceability code that identifies the establishment number, production date and production lot.
  - (4) Nutrition facts panel based on actual nutritional analysis of the product
  - (5) A labeling claim of “Less sodium”.
  - (6) Product Code:
    - (See invitation for product code for the 12 ounce can)
    - A725 – 24 ounce can
    - A617 – 30 ounce can

**4. PALLETIZED UNIT LOADS**

All shipping containers shall be stacked on new or well-maintained pallets and palletized with shrink wrap plastic.

**D. DELIVERY UNIT****1. 12 Ounce Cans**

Each delivery unit shall consist of 2,000 shipping containers with a net weight of 36,000 pounds.

**2. 24 Ounce Cans**

Each delivery unit shall consist of 1000 cases with a net weight of 36,000 pounds.

**3. 30 Ounce Cans**

Each delivery unit shall consist of 800 cases with a net weight of 36,000 pounds.

**E. DELIVERED PRODUCT****1. SIZE AND STYLE OF CONTAINER**

Only one size and style of immediate (cans) and shipping containers may be offered in an individual shipping unit.

**2. SEALING**

All products must be delivered to AMS destinations under seal according to section I.C. of this announcement.

**F. WARRANTY AND COMPLAINT RESOLUTION****1. WARRANTY**

The contractor shall guarantee that the product complies with all contractual requirements.

**2. COMPLAINT RESOLUTION**

The contractor's technical proposal must provide the steps taken to resolve complaints received on the product i.e, point of contact, cause and effect analysis, product replacement, monetary compensation and corrective and preventative actions taken.

**G. NON-CONFORMING PRODUCT**

The contractor must include a plan to assure that non-conforming product is not delivered under USDA contracts. The plan must address 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product.

**USDA, AMS,  
Livestock and Seed Program****APPROVED****ITEM DESCRIPTION AND  
CHECKLIST OF REQUIREMENTS  
(IDCR)  
FOR  
CANNED CHILI, WITHOUT BEANS  
PRODUCT CODE – A702**

Contracting Officer Technical Representative (COTR):  
Standardization Branch  
Room 2607, Phone: (202) 720-4486

**Effective March 2006**

**I. ITEM DESCRIPTION**

- Item – Chili (Chili Con Carne), without beans – This chili item consists of 40 percent beef with a mild chili flavored sauce without beans.
- Fat/Sodium – Fat must not exceed 8 grams per 100 gram serving. A labeling claim of “Less sodium” is required on both the immediate and shipping containers.
- Cans/Cases – Individual cans of chili shall have a net weight of 24 ounces. Twenty-four cans shall be unitized to a net weight of 36 pounds.

**II. CHECKLIST OF REQUIREMENTS**

Canned chili must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and the following Checklist of Requirements.

**A. MATERIALS**

The Contractors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each lot of product.

**1. MEAT COMPONENTS**

Beef shall be the only meat component allowed.

- a) Domestic Origin – All beef will originate from U.S. produced livestock as defined in section I.F. of this announcement.
- b) Harvest (Slaughtering) – Cattle shall be harvested in facilities that comply with the following requirements:
  - (1) Humane Handling – All cattle shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
  - (2) Non-Ambulatory Disabled Cattle – Meat from carcasses of non-ambulatory disabled livestock shall not be included in USDA purchased canned chili.
  - (3) Spinal Cord Removal – All spinal cord tissue shall be removed during the harvesting process.
- c) Boneless Beef – Boneless meat shall comply with the following requirements:
  - (1) Fresh Chilled / Fresh Frozen Meat – Meat shall be derived from fresh chilled or fresh frozen boneless meat. Fresh frozen boneless meat shall be processed within 60 days from the date of pack.

- (2) **Objectionable Materials** – The following objectionable materials shall be excluded:
  - (a) Major lymph glands (*prefemoral*, *popliteal*, and *prescapular*), *thymus* gland, and the *sciatic (ischiatric)* nerve (lies medial to the outside round).
  - (b) All bone, cartilage, and the following heavy connective tissues.
    - (i) White fibrous – Shoulder tendon, elbow tendon, silver skin (ventral side of the outside round), *sacrociatic* ligament, opaque *periosteum*, *serous* membrane (*peritoneum*), tendinous ends of shanks, *gracilis* membrane, *patellar* ligament (associated with the *stifle* joint), and *achilles* tendon.
    - (ii) Yellow elastin – Back strap and *abdominal tunic*.
- (3) **Mechanical Separation** – Meat that is mechanically separated from bone with automatic deboning systems, advanced lean (meat) recovery (AMR) systems, or powered knives shall not be allowed.
- (4) **Pathogen Testing** – Production lots of boneless beef and/or ground beef associated with a positive test result for any pathogen shall not be allowed.
- (5) **Meat Composition** – This item shall contain no less than 40 percent beef computed on the weight of the fresh meat.

## **2. NON-MEAT COMPONENTS**

- a) **Domestic Origin** – Significant ingredients (more than 1 percent) shall be derived from U.S. produced products.
- b) **Flavoring and Sauce** – Seasonings and ingredients used for flavoring and sauce must be similar to those normally used for commercially marketed mild-flavored chili products.
- c) **Monosodium Glutamate (MSG)** – MSG is not allowed.

## **B. PROCESSING**

### **1. GRINDING**

Fresh chilled or fresh frozen boneless beef shall be finely ground to no larger than 3/16 inch grind prior to the cooking/canning process.

### **2. BONE COLLECTOR / EXTRUDER SYSTEM**

A bone collector/extruder system must be in operation to remove bone, cartilage, and heavy connective tissue during the final grind.

### **3. METAL DETECTION**

All products shall be free of metal contaminants. Detection of stainless steel, ferrous, and non-ferrous (e.g., lead, copper, and aluminum) metals is required. The contractor's technical proposal must identify and describe the equipment, location, detection procedure, sensitivity levels, frequency of equipment validation, and corrective action procedures.

**C. FINISHED PRODUCT FAT AND SODIUM LIMITATIONS**

The declared serving size (“referenced amounts customarily consumed” (racc)) will be stated on the nutrition facts panel on each can label according to FSIS regulations.

**1. FAT**

The fat content, as packaged, must not exceed 8 grams per 100 grams of finished product. The calculation shall be as follows:

(Total Fat ÷ Serving Size (racc)) x 100). Example:

4 g of Fat ÷ 56 g = 0.71 X 100 = 7.1 grams of fat per 100 grams

**2. SODIUM LEVEL**

A labeling claim of “Less sodium” is required on both immediate and shipping containers.

**D. PREPARATION FOR DELIVERY****1. PACKAGING**

Cans shall be cylindrical in shape, and filled to a net weight of 24 ounces.

**2. PACKING**

- a) Case Weight – Twenty-four (24) cans of chili shall be unitized to a net weight of 36 pounds per case.
- b) Case Unitization – All cans shall be unitized by packing into new fiberboard shipping containers, placed on fiberboard trays with plastic shrink wrap or plastic shrink wrap only.

**3. MARKING OF CONTAINERS**

All cans and shipping containers shall be labeled to include all information required by FSIS regulations.

- a) Cans – Can labels shall contain the following information:
  - (1) A traceability code that identifies the establishment number, production date and production lot.
  - (2) A claim of “Less sodium”.
- b) Shipping Containers – Commercially marked shipping containers will include the following information:
  - (1) USDA shield at least 2 inches high and appearing on the top of the container or on the principle display panel.
  - (2) Applicable contract number.
  - (3) A traceability code that identifies the establishment number, production date and production lot.
  - (4) Nutrition facts panel based on actual nutritional analysis of the product
  - (5) A labeling claim of “Less sodium”.
  - (6) The product code “A702”.

**4. PALLETIZED UNIT LOADS**

All shipping containers shall be stacked on new or well-maintained pallets and palletized with shrink wrap plastic.

**E. DELIVERY UNIT**

Each delivery unit shall consist of 1,000 shipping containers with a net weight of 36,000 pounds (16,330 kg).

**F. DELIVERED PRODUCT****1. SIZE AND STYLE OF CONTAINERS**

Only one size and style of unitized containers may be offered in an individual shipping unit.

**2. SEALING**

All products must be delivered to AMS destinations under seal according to section I.C. of this Announcement.

**G. WARRANTY AND COMPLAINT RESOLUTION****1. WARRANTY**

The contractor will guarantee that the product complies with all contractual requirements.

**2. COMPLAINT RESOLUTION**

The contractor's technical proposal must provide the steps taken to resolve complaints received on the product i.e, point of contact, cause and effect analysis, product replacement, monetary compensation and corrective and preventative actions taken.

**H. QUALITY CONTROL FOR NON-CONFORMING PRODUCT**

The contractor must include a plan to assure that non-conforming product is not delivered under USDA contracts. The plan must address 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product.

## Browser Requirements For DEBES

Netscape 4.07 or above  
Internet Explorer 5.0 or above

The browser must be capable of handling 128 bit encryption. To determine this:

In IE, go to **Help/About Internet Explorer**. The display will show:

**Cipher Strength: 128-bit**

If it does not, you will need to download a new version of the browser from Microsoft at <http://www.microsoft.com>.

In Netscape, go to **Help/About Communicator**. The display will show:

**This version supports U.S. security with  
RSA Public Key Cryptography, MD2, MD5,  
RC2-CBC, RC4, DES-CBC,  
DES-EDE3-CBC.**

If it does not, you can download a new version of the browser from Netscape at <http://home.netscape.com/download/index.html?cp=djucc4>. Choose the 128 bit Strong Encryption\* version for your download.

The **Production** site URL address is:

<https://pcsd.usda.gov:3077/mdbc1000.exe?>

The **Vendor Practice** site URL address is:

<https://pcsd.usda.gov:3050/mdbc1000.exe?>

### Proxy Servers

Most connection problems are the result of improper browser version, not using 128 bit encryption, and connecting through your corporate proxy server. The proxy server must be set up to allow HTTPS protocol through the appropriate port; Vendor Practice is port 3050 and Production is port 3077.



**LIVESTOCK AND SEED PROGRAM  
VENDOR REQUEST FOR LOGON IDENTIFICATION (ID) AND PASSWORD  
DOMESTIC ELECTRONIC BID ENTRY SYSTEM (DEBES)**

**COMPANY INFORMATION:**

<b>COMPANY NAME</b>		
<b>Street Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Person to receive Vendor ID and password</b>		
<b>Method to receive Vendor ID and password: (Complete one)</b>		
Telephone: .....		
Fax: .....		
E-Mail: .....		
<b>Assign 5-8 digit alpha/numeric personal identification number (PIN) for company:</b> _____		
(This code will be used as verification by USDA when assigning or resetting a password)		
<b>NAME AND TITLE OF PERSON REQUESTING LOGON ID:</b> (Must be authorized on SF-129 to sign bids)		
Name _____ Title _____		
Signature _____ Date _____		

**TO BE COMPLETED BY USDA:**

<b>VENDOR LOGON ID:</b>  (“A” and 6 digits)	<b>PASSWORD:</b>  (must be changed at first DEBES logon):
<b>Notified:</b> _____ <b>Date:</b> _____ (Company Representative)	
<b>USDA Marketing Specialist:</b> _____ <b>Date:</b> _____	

**PLEASE FAX TO: Contracting Officer, Commodity Procurement Branch, LSP Programs  
(202) 720-0949**

**FOR INFORMATION CALL (202) 720-2650**

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB No. 1510-0056

Expiration Date 01/31/2000

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor=s financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY:

United States Department of Agriculture - Commodity Credit Corporation

AGENCY IDENTIFIER:

**USDA-FSA-KCMO**

AGENCY LOCATION CODE (ALC):

**0000-4992-2**

ACH FORMAT:

☒ CCD+☐ CTX☐ CTP**DO NOT COMPLETE THIS BLOCK!**

ADDRESS:

Attn: ACH Disbursements  
P. O. Box 419205  
Kansas City, Missouri 64141-6205

CONTACT PERSON NAME:

Bob Glenn

TELEPHONE NUMBER:

( 816 ) 926-6988

ADDITIONAL INFORMATION:

FAX Number: (816) 823-1364

**PAYEE/COMPANY INFORMATION**

NAME:

SSN NO. OR TAXPAYER ID NO.:

MAILING ADDRESS:

ENTITY/MASTER-CONTRACT CODE (If known)  
(Attach sheet if more space needed):

DISBURSEMENT STATEMENT MAILING ADDRESS (If different from above):

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

**FINANCIAL INSTITUTION INFORMATION**

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

( )

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐ CHECKING☐ SAVINGS☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator):

TELEPHONE NUMBER:

( )

## **INSTRUCTIONS FOR COMPLETING SF-3881 FORM**

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

## **BURDEN ESTIMATE STATEMENT**

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

STOP 0253, Room 2610-South  
1400 Independence Avenue, SW  
Washington, DC 20250-0253

**ADDRESS INFORMATION FOR AMS COMMODITY PURCHASE PROGRAM**

Vendor Name and Address:  Contracts will be awarded and mailed to address provided.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Fed. Meat Insp. Est. No. Or State Insp. No. as appropriate:	
	Phone:	Fax:
	E-Mail Address:	
Payment Disbursement Statement address: Payments to Vendors must be made electronically. To set up electronic transfer, contact the Kansas City Mgmt. Office (816/926-6988)  <input type="checkbox"/> ACH <input type="checkbox"/> In Process	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
	Taxpayer Identification No. (TIN #)	
Plant Address:  If Vendor address is same for plant, write "Same".  If multiple plants, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Plant's Shipping Point Address:  If Plant address is same for shipping, write "Same".  If multiple shipping points, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Notice to Deliver Address:	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	

Signature & Title (Authorized Company Representative)

Date

PLEASE RETURN THIS FORM PRIOR TO SUBMITTING A BID  
Send by FAX to Contracting Officer, Livestock & Seed Program, AMS, USDA; 202/720-0949.

SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION <input type="checkbox"/> INITIAL <input type="checkbox"/> REVISION		2. DATE		OMB No.: 9000-0002 Expires: 10/31/97			
<b>NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.</b> Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.											
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME				4. APPLICANT	a. NAME <span style="float: right;">FI Est. #</span>					
	b. STREET ADDRESS					b. STREET ADDRESS		c. COUNTY			
	c. CITY		d. STATE			e. ZIP CODE		d. CITY		e. STATE	
5. TYPE OF ORGANIZATION (Check one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:					6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4) a. STREET ADDRESS <span style="float: right;">b. COUNTY</span> c. CITY <span style="float: right;">d. STATE</span> <span style="float: right;">e. ZIP CODE</span>						
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS											
a. PRESIDENT			b. VICE PRESIDENT			c. SECRETARY					
d. TREASURER			e. OWNERS OR PARTNERS								
8. AFFILIATES OF APPLICANT											
NAME			LOCATION			NATURE OF AFFILIATION					
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)											
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER					
						AREA CODE		NUMBER			
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)											
11a. SIZE OF BUSINESS (See definitions on reverse) <input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS				11b. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS		11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS \$					
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses) <input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS				13. TYPE OF BUSINESS (See definitions on reverse) <input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT							
14. DUNS NO. (If available)				TIN #		15. HOW LONG IN PRESENT BUSINESS?					
16. FLOOR SPACE (Square Feet/ft <sup>2</sup> ) a. MANUFACTURING b. WAREHOUSE					17. NET WORTH a. DATE b. AMOUNT \$						
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)											
FOR		TOP SECRET		SECRET		CONFIDENTIAL		c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES		d. DATES GRANTED	
a. KEY PERSONNEL											
b. PLANT ONLY											
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.						19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)		20. SIGNATURE		21. DATE SIGNED	
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)											

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

STANDARD FORM 129 (REV. 12-96)  
Prescribed by GSA - FAR (48 CFR) 53.214(e)

## INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

### SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

### TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

### TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.